

Fill in this information to identify the case:Debtor 1 Brian C. Bogert, Jr.Debtor 2
(Spouse, if filing)United States Bankruptcy Court for the : MiddleDistrict of Pennsylvania
(State)Case number 1:20-bk-03241-HWV**Official Form 410S1****Notice of Mortgage Payment Change****12/15**

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Name of creditor: Lakeview Loan Servicing, LLCCourt claim no. (if known): 7Last four digits of any number you
use to identify the debtor's account: XXXXXX3435Date of payment change:
Must be at least 21 days after date of
this notice 9/1/2021*New total payment:
Principal, interest, and escrow, if any \$1,050.63**Part 1: Escrow Account Payment Adjustment****1. Will there be a change in the debtor's escrow account payment?**☐ No☒ Yes. Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why: _____Current escrow payment: \$ 421.57New escrow payment : \$ 438.41**Part 2: Mortgage Payment Adjustment****2. Will the debtor's principal and interest payment change based on an adjustment to the interest rate in the debtor's variable-rate account?**☒ No☐ Yes Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why: _____

Current interest rate: %

New interest rate: %

Current principal and interest payment: \$ _____

New principal and interest payment: \$ _____

Part 3: Other Payment Change**3. Will there be a change in the debtor's mortgage payment for a reason not listed above?**☒ No☐ Yes. Attach a copy of any documents describing the basis for the change, such as repayment plan or loan modification agreement.
(Court approval may be required before the payment change can take effect.)

Reason for change: _____

Current mortgage payment: \$ _____

New mortgage payment: \$ _____

Debtor 1

Brian C. Bogert, Jr.

First Name Middle Name Last Name

Case number (if known) 1:20-bk-03241-HWV

Part 4:**Sign Here**

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

Check the appropriate box.

☐ I am the creditor.

☒ I am the creditor's authorized agent

I declare under penalty of perjury that the information provided in this Notice is true and correct to the best of my knowledge, information, and reasonable belief.

X /s/Dane Exnowski Date 05/17/2022
Signature

Print: Dane Exnowski Title Authorized Agent for Creditor
First Name Middle Name Last Name

Company McCalla Raymer Leibert Pierce, LLC

Address 1544 Old Alabama Road
Number Street
Roswell GA 30076
City State ZIP Code

Contact phone 562-661-5060 Email Dane.Exnowski@mccalla.com

*Per stipulation filed on 5/12/2022 [docket 88] (no order yet entered on stipulation).

In Re:
Brian C. Bogert, Jr.

Chapter: 13
Judge: Henry W. Van Eck

CERTIFICATE OF SERVICE

I, Dane Exnowski, of McCalla Raymer Leibert Pierce, LLC, 1544 Old Alabama Road, Roswell, GA 30076, certify:

That I am, and at all times hereinafter mentioned, was more than 18 years of age;

That on the date below, I caused to be served a copy of the within NOTICE OF MORTGAGE PAYMENT CHANGE filed in this bankruptcy matter on the following parties at the addresses shown, by regular United States Mail, with proper postage affixed, unless another manner of service is expressly indicated:

Brian C. Bogert, Jr.
2 Hillside Drive
Newmanstown, PA 17073

George Meany Lutz
Hartman, Valeriano, Magovern & Lutz, P.C.
1025 Berkshire Blvd. Suite 700
Wyomissing, PA 19610
(served via ECF Notification)

Jack N Zaharopoulos, Trustee
Standing Chapter 13 Trustee
8125 Adams Drive, Suite A
Hummelstown, PA 17036
(served via ECF Notification)

Asst. U.S. Trustee
United States Trustee
228 Walnut Street, Suite 1190
Harrisburg, PA 17101
(served via ECF Notification)

I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed on: 05/18/2022 By: /s/Dane Exnowski
(date) Dane Exnowski
Authorized Agent for Creditor



P.O. Box 619063
Dallas, TX 75261-9063

**IMPORTANT INFORMATION
ABOUT YOUR MORTGAGE**

Your Escrow Account
Disclosure Statement Is
Enclosed

BRIAN C BOGERT JR
2 HILLSIDE DR
NEWMANSTOWN PA 17073-9264

Dear Brian C Bogert Jr,

We appreciate your relationship with us and are pleased to be the servicer for your mortgage loan ending in [REDACTED]

We would like to let you know about an update to your mortgage escrow account disclosure statement. As required by law, we are no longer able to provide a payment coupon to you in order to remit the full escrow shortage amount. You are not required to make the full escrow shortage payment, however, if you choose to do so, there are other options available to accomplish this:

1. **Online:** Log in to M&T Online, select your mortgage account and click on the "Make Your Payment" button or log in to Mobile Banking, select your mortgage account and click the "Pay Now" button.¹
2. **By Mail:** Send a check made payable to M&T Bank and indicate on the memo line that you are making an escrow shortage payment.² Please mail the check to:

M&T Bank
Escrow Department
P.O. Box 64787
Baltimore. MD 21264-4787

If you choose not to pay the full escrow shortage amount at this time, please refer to the enclosed escrow statement to see how your payment will change.

If you have any questions regarding this matter, please call us at 1-800-724-2224 and we'll be happy to assist you.

Sincerely,

Kathleen Evans

Kathleen Evans
Administrative Vice President, Retail Loan Servicing

¹ This option is available if your loan is current


² If you are paying your escrow shortage, the funds will be applied immediately, however your mortgage statement may not reflect changes until the analysis effective date.

"M&T Bank is attempting to collect a debt and any information obtained will be used for that purpose. To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this correspondence is for compliance or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, M&T Bank retains rights under its security instrument, including the right to foreclose its lien."

RETURN SERVICE ONLY
Please do not send mail to this address
P.O. Box 619063
Dallas, TX 75261-9063

**ANNUAL ESCROW ACCOUNT
DISCLOSURE STATEMENT**

Contact Us

 **Customer Service:** 1-800-411-7627
Property Tax: 1-866-406-0949
Property Insurance: 1-888-882-1847
Home Purchase or Refinancing: 1-800-479-1992
NMLS #381076



Correspondence Address:

PO BOX 1288
BUFFALO, NY 14240-1288



<https://onlinebanking.mtb.com>

Loan Number: [REDACTED]
Property Address: 2 HILLSIDE DR
NEWMANSTOWN PA, 17073
Statement Date: 12/23/21

BRIAN C BOGERT JR
2 HILLSIDE DR
NEWMANSTOWN PA 17073-9264

Dear Customer,

As your mortgage partner, we strive to exceed your servicing expectations. We are providing you with the following review to ensure there is enough money available in your account to cover any upcoming property tax and/or homeowners insurance payments. Please refer to our Frequently Asked Questions enclosure, or call one of the appropriate customer service numbers referenced above with any questions or concerns.

Based on our review, you do not have enough money in your escrow account. Your payment is changing.

This escrow shortage was caused by changes in your taxes, insurance or escrow payments. Your Account History, page 2, shows what has already happened on your account. To see what we anticipate happening with your account over the next 12 months, turn to Projected Escrow Payments, page 3.

Your New Payment

We will spread your escrow shortage of \$2,349.15 over the next 60 months.

Payment Information	Current Monthly Payment	Pay Shortage Over 60 months beginning on 09/01/2021
Principal & Interest:	\$612.22	\$612.22
Escrow Payment:	\$382.53	\$399.26
Escrow Shortage:	\$0.00	\$39.15
Total Payment:	\$994.75	\$1,050.63

INTERNET REPRINT

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Your Account History**

By comparing the actual escrow activity with the previous projections listed, you can determine where a difference may have occurred. If you have any questions about this statement, please call our Customer Service Department toll free at 1-800-411-7627.

Month	Projected Payment to Escrow	Actual Payment to Escrow	Description	Projected Disbursement	Actual Disbursement	Projected Balance	Actual Balance
Beginning Balance						\$1,147.55	-\$2,479.04
Dec 20	\$382.53	*				\$1,530.08	-\$2,479.04
Jan 21	\$382.53	*				\$1,912.61	-\$2,479.04
Feb 21	\$382.53	*				\$2,295.14	-\$2,479.04
Mar 21	\$382.53	*	Hazard Ins		\$1,046.00	\$2,677.67	-\$3,525.04
Apr 21	\$382.53	*	County Tax	\$978.44	\$388.32	\$2,081.76	-\$3,913.36
Apr 21			Hazard Ins	\$896.00		\$1,185.76	-\$3,913.36
Apr 21			County Tax		\$578.54	\$1,185.76	-\$4,491.90
May 21	\$382.53	*				\$1,568.29	-\$4,491.90
Jun 21	\$382.53	*				\$1,950.82	-\$4,491.90
Jul 21	\$382.53	\$434.93				\$2,333.35	-\$4,056.97
Aug 21	\$382.53	*	School Tax	\$2,715.88	\$2,778.24	\$0.00	-\$6,835.21

The total amount of escrow payments received during this period was \$434.93 and the total escrow disbursements were \$4,791.10.

An asterisk (*) indicates a difference from a previous estimate either in the date or the amount of the deposit/disbursement.

** This section may also reflect anticipated escrow activity that has not yet occurred prior to the effective date of this analysis.

Borrower Paid Mortgage Insurance Premium: Your mortgage loan requires a borrower paid mortgage insurance premium ("MIP"). MIP is insurance from the Federal Housing Administration ("FHA") that protects lenders against loss in the event a borrower defaults on a mortgage.

Effective for all loans closed on or after January 1, 2001, FHA annual MIP will be automatically cancelled under the following conditions:

Loans with FHA case numbers assigned before June 3, 2013:

- Mortgage loan terms greater than 15 years: the annual MIP will be cancelled when the loan to value ratio reaches 78%, provided the mortgagor has paid the annual mortgage insurance premium for at least five years.
- Mortgage loan terms less than or equal to 15 years with a loan to value ratio greater than 78%: the annual MIP will be cancelled when the loan to value ratio reaches 78%.

FHA will determine when you have reached the 78% loan to value ratio based on the lower of the sales price or appraised value at origination. New appraised values will not be considered. Cancellation of the annual mortgage insurance premium will normally be based on the scheduled amortization of the loan. However, in cases where additional payments have been applied to the loan balance as a prepayment, cancellation can be based on the actual amortization of the loan. If you have prepaid and believe you have met the requirements for cancelling the FHA insurance, please send a written request to us at P.O. Box 1288, Buffalo, NY 14240.

Loans with FHA case numbers assigned on or after June 3, 2013:

- Mortgage loan terms greater than 15 years with loan to value ratio greater than 90%: duration of the annual MIP is the loan term.
- Mortgage loan terms greater than 15 years with loan to value ratio less than or equal to 90%: duration of the annual MIP is 11 years.
- Mortgage loan terms less than or equal to 15 years with loan to value ratio greater than 90%: duration of the annual MIP is the loan term.
- Mortgage loan terms less than or equal to 15 years with loan to value ratio less than or equal to 90%: duration of the annual MIP is 11 years.

M&T Bank is attempting to collect a debt and any information obtained will be used for that purpose. To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this correspondence is for compliance or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, M&T Bank retains rights under its security instrument, including the right to foreclose its lien.

Projected Escrow Payments Over the Next 12 Months

Anticipated Annual Disbursements

County Tax:	\$966.86
Hazard Ins:	\$1,046.00
Taxes:	\$2,778.24
Total:	\$4,791.10

The cushion allowed by federal law (RESPA) is zero times your monthly escrow payment (excluding MIP/PMI), unless state law specifies a lower amount.

Projected Escrow Balance Summary

M&T Bank expects to pay \$4,791.10 over the next 12 months.

Here's how to calculate your new monthly escrow payment:

Total Taxes and Insurance:	\$4,791.10
Divided by 12 months:	\$399.26
*New Monthly Escrow Payment:	\$399.26

Projections for the coming year: The following summary shows anticipated activity in your escrow account for the next twelve months, which was used to calculate your payment above.

Month	*Monthly Escrow Payment	Amount Scheduled to be Paid	Description	Projection Based On Current Balance	Projection Based On Required Balance
			Beginning Balance	-\$2,778.22	-\$0.02
Sep 21	\$399.26			-\$2,378.96	\$399.24
Oct 21	\$399.26			-\$1,979.70	\$798.50
Nov 21	\$399.26			-\$1,580.44	\$1,197.76
Dec 21	\$399.26			-\$1,181.18	\$1,597.02
Jan 22	\$399.26			-\$781.92	\$1,996.28
Feb 22	\$399.26			-\$382.66	\$2,395.54
Mar 22	\$399.26			\$16.60	\$2,794.80
Apr 22	\$399.26	\$388.32	County Tax	\$27.54	\$2,805.74
Apr 22		\$578.54	County Tax	-\$551.00	\$2,227.20
Apr 22		\$1,046.00	Hazard Ins	-\$1,597.00	\$1,181.20
May 22	\$399.26			-\$1,197.74	\$1,580.46
Jun 22	\$399.26			-\$798.48	\$1,979.72
Jul 22	\$399.26			-\$399.22	\$2,378.98
Aug 22	\$399.26	\$2,778.24	School Tax	-\$2,778.20	\$0.00

Escrow Requirements, New Mortgage Payment and Anticipated Annual Disbursements

Projected Beginning Balance	-\$2,778.22
-Required Minimum Balance	- \$0.02
Escrow Shortage Amount	\$2,349.15

Your lowest monthly escrow balance for the next 12 months should reach \$0.00, which equals a total of zero months escrow payment. To reach this balance, your required escrow amount after your 8/21 payment should be -\$0.02, whereas your actual escrow balance is -\$2,778.22. The difference, \$2,349.15, represents the amount needed in your escrow account and will be spread over the next 60 payments.

**This has been adjusted for the bankruptcy proof of claim.

MORTGAGOR GUIDE TO FREQUENTLY ASKED ESCROW ANALYSIS QUESTIONS

- **Why am I receiving this escrow analysis statement?**

Mortgage lenders are required by regulations to perform an annual review of your account and provide a hard copy statement for your records.

- **What is an escrow account?**

An escrow account is an account created for the borrower that is used to pay any property taxes, homeowner's insurance and/or flood insurance (if applicable). As each mortgage payment is made, a dedicated portion is added to the escrow account to pay taxes and/or insurance.

- **What is an escrow payment?**

The portion of your monthly payment that is held and used to pay your escrowed items as they become due.

- **How is my escrow payment determined?**

The calculation used to determine the escrow portion of your payment is:

$$\begin{array}{r} 12 \text{ months of escrow payments} \\ + \text{ Reserve}^* \\ \hline \div 12 \\ \hline = \text{Escrow payment} \end{array}$$

We gather the anticipated payments that are to be paid in the next 12-month time frame from when the escrow analysis was performed. These payments may either be known, based on the prior year's payments, or based on payments of similar residential properties. We forecast any anticipated increase or decrease and account for any existing escrow account balance. We collect 1/12th of this amount monthly.

* An escrow reserve, also known as a cushion, is the amount of money collected to cover any unanticipated increases in your real estate tax or insurance premium payment. It acts as a buffer and helps to prevent your escrow account from being overdrawn. An escrow reserve exists on your account unless your mortgage documents or state law applies and is generally a two-month cushion.

- **Will my escrow payment amount remain the same if I remit the entire shortage amount at once?**

Paying the full shortage amount will adjust your account resulting in the smallest possible increase in your monthly mortgage payment amount. It's important to keep in mind that any increase in your real estate tax amounts and/or insurance premium(s) may cause your payment amount to change even if you pay your shortage amount.

- **Am I required to pay the escrow shortage amount in full?**

No, you are not required to pay the escrow shortage in full. If you choose not to remit a payment in full, the escrow shortage will be equally spread over 12 months of payments.

- **If I want to remit the full escrow shortage amount, what do I need to do?**

You are not required to remit the full escrow shortage amount; however, if you choose to do so, you have two options:

- **Online:** Log in to M&T Online or Mobile Banking, select your mortgage account and click the "Pay Now" button. Your mortgage loan must be current to use this option.

– **By Mail:** Send a check made payable to M&T Bank and indicate on the memo line that you are making an escrow shortage payment. Please mail the check to: M&T Bank, Escrow Department, P.O. Box 64787, Baltimore, MD 21264-4787. If you are paying your escrow shortage, the funds will be applied immediately, however your mortgage statement may not reflect changes until the analysis effective date.

- **Why did my monthly escrow payment amount change?**

Your payment may have increased for several reasons. Some of the most common reasons are:

- Increases in your property taxes and/or insurance premiums
- Increases in your property's tax assessment
- Changes in your insurance carrier
- Changes in your Tax due date
- Fewer deposits to escrow than expected

TIP: Municipalities offer a few common tax exemptions for disability, homestead, senior and veteran status.

Check with your local tax office to see if you are eligible for these, or any other exemptions.

- **Why didn't my payment go down when my taxes or insurance did?**

The tax and/or insurance figures used for your analysis calculation are based on last amount(s) paid, or, where applicable, from your prior servicer or from your closing documents. If you have received more recently updated information from your tax assessor, please forward it to eta@mtb.com.

- **Information regarding insurance**

Hazard insurance, also referred to as homeowner's insurance, is an insurance policy purchased to protect your property from certain hazards such as fire and theft. Policy coverage may vary. See your insurance policy information for details regarding your specific coverage(s).

If you decide to change your insurance carrier, please send the new policy information to: M&T Bank, It's Successors and/or Assigns, P.O. Box 5738, Springfield, OH 45501-5738. Or submit online at mycoverageinfo/mtb.com.

- **Do I need to send my tax and insurance bills each time they're due?**

M&T receives the tax information directly from your municipality. Unless requested, you do not need to send them in. Tax bills are typically paid two to three weeks prior to the due date. If you want a supplemental, interim, or added assessment tax bill paid by us, you will need to forward it to eta@mtb.com.

M&T receives insurance information directly from your carrier. However, if you change insurance carriers, please go to mycoverageinfo/mtb.com to update your insurance information.

If you have additional questions, please call us at 1-800-411-7627 Monday–Friday, 8:30am–9pm ET and we'll be happy to help.

We appreciate your business.

Thank you for giving us the opportunity to serve your financial needs.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

Brian C. Bogert Jr.		CHAPTER 13
	<u>Debtor</u>	
Lakeview Loan Servicing, LLC		
	<u>Movant</u>	
vs.		NO. 20-03241 HWV
Brian C. Bogert Jr.		
	<u>Debtor</u>	
Jack N. Zaharopoulos, Esquire		11 U.S.C. Section 362
	<u>Trustee</u>	

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$2,072.52** which breaks down as follows;

Post-Petition Payments:	March 2022 through April 2022 at \$1,050.63/month
Suspense Balance:	(\$28.74)
Total Post-Petition Arrears	\$2,072.52

2. The Debtor shall cure said arrearages in the following manner:

a). On or before May 31, 2022, the Debtor shall make a payment in the amount of **\$2,072.52**

3. Beginning with the payment due May 1, 2022 and continuing thereafter, Debtor shall pay to Movant the present regular monthly mortgage payment of \$1,050.63 (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month).

4. Additionally, Movant and Debtor agree that following the loan modification, effective September 1, 2021, the monthly mortgage payment was \$1,050.63 per month.

5. Debtor has no objection to Movant filing a late Notice of Payment Change reflecting the payment change following the loan modification.

6. Debtor acknowledges that he had actual notice of the payment change as of January 2022.

7. Due to the late notice, Movant shall credit Debtor's escrow account in the amount of \$223.52, which represents the difference in the payment amount from September 2021 through December 2021.

8. Should Debtor provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.

9. In the event the payments under Section 3 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtor and Debtor's attorney of the default in writing and the Debtor may cure said default within THIRTY (30) days of the date of said notice. If Debtor should fail to cure the default within thirty (30) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant immediate relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).

10. If the case is converted to Chapter 7, Movant may file a Certification of Default with the Court and the Court shall enter an order granting Movant relief from the automatic stay.

11. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

12. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

13. The parties agree that a facsimile signature shall be considered an original signature.

Date: April 27, 2022

/s/ Rebecca A. Solarz, Esquire
Rebecca A. Solarz, Esquire
Attorney for Movant

Date: May 3, 2022

George Lutz
George M. Lutz, Esquire
Attorney for Debtor

Date: May 12, 2022

Danah R. Paedn, Staff Attorney
For Jack N. Zaharopoulos
Chapter 13 Trustee